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AGREEMENT

BETWEEN

TOWNSHIP OF JEFFERSON

AND

JEFFERSON TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL 190

X January 1, 1987, through December 31, 1988

HANSBURY, MARTIN & KNAPP, P.A.
736 Speedwell Avenue
Morris Plains, New Jersey 07950
(201) 540-9500

RUTGERS UNIVERSITY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
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1989

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PREAMBLE

THIS AGREEMENT, entered into this 19th day
of October, 1988

by and between

TOWNSHIP OF JEFFERSON, a Municipal Corporation of the State
of New Jersey, with offices at Municipal Building, Weldon Road,
Lake Hopatcong, New Jersey 07849 (hereinafter called the
"Employer")

and

JEFFERSON TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL
190, with its principal office, c/o Kenneth Pangborn, Box 367,
Lake Hopatcong, New Jersey 07849 (hereinafter called the "PBA")

WHEREAS, both the Employer and the PBA believe in
the soundness of principal of collective bargaining and the
contracting; and,

WHEREAS, the renegotiations have resulted in an
agreement respecting the terms and conditions of employment;

NOW THEREFORE, in consideration of the mutual
premises and covenants herein contained, it is mutually agreed
by and between the parties as follows:

SECTION 1
Recognition

The Employer agrees to recognize and deal with the PBA through its respective appointed negotiators as the exclusive representatives of all Police Officers in the Township of Jefferson, of the following rank: Patrolman, Sergeant, Lieutenant and Captain

SECTION 2

Coverage

It is intended that this agreement shall cover all matters pertaining to wages, hours and working conditions concerning the Jefferson Township Police Department.

SECTION 3

Management Rights

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Township Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions thereof to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take over disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, provided they do not affect wages, hours and working conditions and the use of judgement and discretion

in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be constructed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

SECTION 4

Work Week and Overtime

A. The work period shall be 28 days, and each officer shall work 160 hours within the 28 day period at regular pay.

B. Time and one-half shall be paid for all hours worked in excess of eight in any calendar day. A calendar day shall consist of the twenty-four (24) hour period following any of the six (6) eight (8) hour scheduled shifts, 8-4, 4-12, 12-8, 7-3, 3-11, 11-7.

If an officer is required to work on his regular scheduled day off, he will be paid time and one-half.

The Chief of Police may require officers above the rank of Sergeant to obtain his prior approval before working overtime, except in emergencies.

A shift is defined as any eight (8) hour period during one calendar day.

C. The Employer will pay time and one-half for any time spent by any police officer pursuant to his duties as a police officer of Jefferson Township, in Superior Court of Morris County or the officer shall have the option of receiving compensatory time off with the approval of the Chief of Police.

D. The Employer will pay straight time for any time spent by any police officer in Municipal Court, pursuant to

their duties as a police officer in the Township of Jefferson. If a police officer attends Municipal Court during off-duty hours, said police officer will receive a minimum of (3) three hours pay at straight time.

E. The Employer will pay a minimum of two hours pay for the first two hours or any part thereof and one hour's pay for each hour or part thereafter when an officer is called to work other than his normally scheduled working hours, at the rate of time and one-half.

F. A log book will be provided at Police Headquarters for the purpose of logging all overtime in excess of eight hours in any work day. Any such excess hours shall be recorded in the log book and initialled by either a superior officer or the desk officer and approved by the Chief of Police.

G. The police department's yearly working schedule shall be prepared and posted January 1st and remain in effect through December 31st.

H. All overtime payments under this section and Section 5, Holidays, will be based on the base salaries, established in Section 23 of this agreement. Education Credit and Longevity Compensations shall not be considered when calculating overtime and holiday rates.

SECTION 5

Holidays

The Following thirteen (13) days shall be designated holidays:

1. New Year's Day
2. Lincoln's Birthday
3. Washington's Birthday
4. Good Friday
5. Memorial Day
6. Fourth of July
7. Labor Day
8. Columbus Day
9. General Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Day

The Employer shall pay the officer straight time for all Holidays unused by December 1st of each year to the maximum of five (5) days. This payment shall be by check, separate from the officer's payroll check. Holidays shall not be carried from year to year.

In the event an officer cannot be scheduled off on any foresaid day, the officer will have the right to take a day off at his option, with the approval of the scheduling officer. Five (5) of said holidays will be granted to the officer when five (5) days prior written notice is given to the scheduling officer and Chief of Police, provided that no more than two (2) officers request the same shift off.

SECTION 6

Vacations

Vacations are to be in effect from January 1st to December 31st and are granted on a calendar year basis. Police officers shall be entitled to vacations as follows:

One working day for each full month of service from date of appointment during first year of employment

1 through 5 years of service 12 days

6 through 10 years of service 15 days

11 through 15 years of service 18 days

16 through 20 years of service 22 days

21 through 25 years of service 25 days

Any officer who is receiving more than 25 days vacation as of December 31, 1982, shall not be decreased by virtue of this clause.

SECTION 7

Sick Leave

Sick leave shall be granted in accordance with New Jersey Civil Service Regulations for Municipalities.

A. Upon termination of employment, in good standing, an officer with a minimum of 5 years service shall be paid one hour's pay for each 2 hours of accumulated sick time. The maximum payment shall be 1040 times the officer's base hourly rate. All payments under this section shall be made in a lump sum payment, within six months of the effective date of termination.

SECTION 8

Salaries and Wages

All salaries and wages shall be paid periodically in accordance with New Jersey State Civil Service Regulations and as set forth in Section 23 attached hereto and made a part hereof.

SECTION 9

Police Schools

A. Any police officer who is directed to attend a police school by the Chief of Police during time which would normally be time off will receive compensation at his straight time rate of pay or compensatory time off, on an hour-for-hour basis, subject to the approval of the Chief of Police.

B. Each police officer shall be required to attend classes at a rate of no less than twenty (20) hours per year of police schooling and/or training. This schooling and/or training must be approved by the New Jersey Police Training Commission. Proper certification demonstrating attendance at and completion of this schooling and/or training shall be submitted by each officer to the Chief of Police on or before December 31st of each year.

C. Any expenses, [including mileage at a rate of .17¢ per mile for use of personal vehicle, meals (maximum \$4.75 per man), clothing and equipment] incurred attending such schools or said training, will be paid by the Employer upon submission of an itemized expenses form.

D. Each officer shall attend a full-dress inspection once each year, unless excused by the Chief of Police. Notice of the full dress inspection shall be posted in the Police Headquarters (30) thirty days in advance of said inspection.

E. There will be two (2) meetings each year between the general membership of the P.B.A. and the Chief of Police, Director of Public Safety, Business Administrator, and a member of the Township Council. These meetings will be held in January and June . Attendance is voluntary.

SECTION 10

Clothing and Maintenance Allowances

Each police officer shall be entitled to an allotment of \$750.00 per annum for the purchase of police uniforms, equipment, and maintenance. Three hundred dollars (\$300.00) of said allotment shall not be payable directly to the police officer, but will be maintained in an account to be administered by the Chief of Police. Four hundred fifty dollars (\$450.00) of said allotment shall be paid directly to the officer in two (2) payments. The first payment in the amount of \$150.00 shall be payable after January 1st and the second payment in the amount of \$300.00 after July 1st for maintenance of uniforms and equipment upon submission of certification that bills in at least those amounts have been incurred.

A. In special exception cases, where there is a loss of uniform in the line of duty, approval may be granted by the Chief of Police for the officer to replace the uniform at the Township's expense.

SECTION 11

Compensation Upon Promotion

Any police officer promoted to a higher rank, or the position of Detective will receive compensation at a higher rate of pay from the date of appointment.

SECTION 12

Longevity

In addition to base pay, the Employer agrees to pay longevity starting at the fourth year, at two percent (2%) and increased one-half percent (1/2%) each year until a maximum of \$1,375.00 total longevity is reached by each officer. Longevity shall be based on each officer's base annual wage.

A. The Employer agrees to pay additional longevity compensation at the rate of \$1,675.00 per annum at the start of the 15th year through 17th year. At the start of the 18th year, and each year thereafter, \$1,875.00 per annum.

B. A proportionate share of the longevity payment will be made bi-weekly as part of the officer's base pay. Both the Employer and Employee will make pension contributions on longevity payments.

SECTION 13

Traveling Expense

— If, at any time, a police officer shall be required to use his personal vehicle for police business, the Employer agrees to compensate said officer at the rate of 17¢ per mile. In addition, a police officer shall be entitled to reimbursement of a maximum \$4.75 for any meal the officer is required to pay out of personal funds. This section pertains to all duties excepting transportation to and from police headquarters and meals during normal working hours in the Township of Jefferson and must be fully itemized.

SECTION 14

College Credits

There is hereby established an educational program for officers of the police department with service of at least three years wherein for the successful completion (C or above) of approved job-related courses, each participating policeman shall be awarded \$17.00 per credit hour. Current certified transcripts stating the completion and grade of said approved courses shall be on file with the Township Administrator by February 1st of each year. At that time each year, the Township Council, by resolution, shall set forth the monetary amounts earned during the previous year. No consideration shall be given for less than 12 credit hours or for more than 72 credit hours.

A. Compensation for educational credits will be paid in a proportionate share bi-weekly as part of the officer's base pay. Both the Employee and the Employer will make pension contributions based on educational credits.

SECTION 15

Medical Coverage

The Employer agrees to provide for each officer and his dependants, medical health insurance equal to Blue Cross Plan 280, Blue Shield Plan 780 with Rider "J" benefits, Major Medical and Dental Insurance as in effect as of December 31, 1982.

The Employer agrees to show any changes in medical coverage to the PBA thirty (30) days prior to any change. If a grievance is filed concerning any medical coverage, it will be subject to immediate binding arbitration.

SECTION 16

Disability

The Employer agrees to pay any officer disabled in the line of duty his full pay, without loss of sick leave from the first day of said disability until said officer is able to return to work or is retired on disability.

A. While any officer is receiving temporary disability benefits and full pay from the Employer, he will compensate the Employer any amount of temporary disability benefits received.

B. An officer will not be required to compensate the Employer for any permanent disability benefits received.

C. An officer receiving full pay while on disability, and thereby becomes exempt or receives a tax relief of his or her Federal or State taxes, thereby receiving a greater net pay, shall refund this additional amount to the Township.

SECTION 17

Benefits After Disability Retirement to Widows and Dependents

Any police officer forced to retire due to a disability incurred in the line of duty shall be entitled to all medical benefits in accordance with the standard policies in effect for other police officers for himself, his wife and dependents.

A. Upon an officer's death in the line of duty, his widow and all other dependents shall continue to receive all medical coverage in accordance with the policies in effect for other officers until her death, when she obtains employment which offers like benefits, or such time as she remarries.

SECTION 18

Hospitalization After Retirement

A. It is hereby agreed that, subject to the guidelines of this Article, the Township shall provide paid hospitalization for police officers upon retirement effective January 1, 1985.

B. The aforesaid benefits shall include only Blue Cross, Blue Shield, Major Medical and Rider "J" coverage.

C. It is specifically understood that the Township may choose whatever carrier it determines will be most appropriate; provided such coverage is equal to or greater than the current coverage. It is specifically understood that the Township shall not expend more than \$2,500.00 per annum, per police officer on all such benefits listed in Article B. Any currently employed police officer covered by this Agreement who retires pursuant to Section D of this Article only between January 1, 1985 to June 30, 1985 will not be subject to the said \$2,500.00 restriction.

D. In order to be eligible for this benefit, police officers employed by the Township of Jefferson as of January 1, 1985, must work a minimum of thirteen (13) continuous years as a police officer for said Township of Jefferson. Any police officer hired after January 1, 1985, must work a minimum of seventeen (17) continuous years as a police officer for

Jefferson Township to be eligible for this benefit. In all cases, police officers must retire pursuant to a normal service retirement (currently 25 years) with the Police and Fireman's Retirement Plan, on a nondeferred basis. The 25 year length of employment service requirement is subject to change and may be lowered only upon adoption of State Law pertaining to length of service for a normal service retirement with PFRS, on a nondeferred basis.

E. Any police officer who accepts any other employment whatsoever after retirement, where health insurance is available on an individual or group basis, shall not be eligible for the Township-paid benefits. Police officers accepting other employment must accept the said health benefits in lieu of Township-paid benefits. A police officer will be eligible, however, after leaving such other employment for the remainder of the period as outlined in Paragraph G, below. Such benefits will only be available, however, in accordance with the regulations of the carrier with respect to waiting periods.

F. In order to be eligible for this benefit, each police officer must certify, in written form acceptable to the Township, to the Chief Financial Officer of the Township by January 1st of every year during which they receive paid hospitalization, as to their work history for the previous year and the availability of alternative health insurance.

G. Township-paid health insurance on retirement shall only be available until the retiree is eligible for medicare benefits, or until death. It is specifically understood that this benefit shall cease upon the retiree's demise, or becomes eligible for medicare benefits, whichever the sooner. As long as the retiree is eligible for Township-paid health benefits, coverage shall be inclusive of the retiree's spouse and children.

SECTION 19

State Disability Plan

When, and if, all other bargaining units within the Township of Jefferson become eligible for enrollment in the State Disability Plan, all employees covered herein will be enrolled in the same plan. Half (50%) of the cost, for said Disability Plan will be paid by the Township of Jefferson, and half (50%) will be paid by the individual employee. Said employee share will be deducted from employee pay periods determined by the Township.

SECTION 20

No Strike Pledge

A. The Association covenants and agrees that during the term of this agreement, neither the Association nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slow down, walkout or other job action against the Township. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow down, walkout or other job action, it is covenanted and agreed that participation in any such activity by an employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slow down, walkout or other job action against the Township.

D. Nothing contained in this Agreement shall be

construed to limit or restrict the Township in its right to seek and obtain judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

SECTION 21

Grievance Procedure

OBJECTIVES:

1. Resolve grievance as quickly as possible.
2. Settle the disagreement at the employee-supervisor level informally.
3. Correct the cause of grievances to prevent future similar complaints.
4. A grievance procedure is to promote harmonious relations generally among employees and supervisors.

PROCEDURES:

A. In the event of any difference between the employer and employee or any recognized group in interpretation of rules that have been promulgated or the negotiated contract between the PBA and the Employer, the individual will make the grievance known to his immediate supervisor, within 120 hours of its occurrence and attempt to settle the difference with his immediate supervisor.

B. If no satisfactory agreement is reached within two calendar days after Step A, the grievance shall be submitted to the Chief of Police and a copy to the Director of Public Safety.

C. If no satisfactory agreement is reached, the Officer may then request a conference with the Chief of Police after three (3) calendar days.

D. If there is no agreement reached by both sides at Step C, the Director of Public Safety shall have ten (10) days to submit his decision in writing, after A through C have been followed and the Director has been apprised in writing of the decision at Step C.

E. The aggrieved employee has a right to be represented by Counsel or by an official of his Bargaining Agent. If additional time is needed by either side, regarding the above procedures, it must be given by mutual consent of both sides.

F. Employees shall have the right to refrain from joining employee organizations and may present a grievance as an individual. The PBA can represent the individual under Public Law 303.

G. Within ten (10) days of transmittal of a written answer by the Director of Public Safety or his agent, if the grievance is not settled to the satisfaction of Employer, Employee or bargaining agent, either party to this Agreement may request that this grievance be submitted to arbitration as provided below. A copy of the request for arbitration shall be sent to the Director of Public Safety or his agent.

H. The arbitrator shall be selected by both parties. The arbitrator must limit his arbitration to issues that were presented at time of the grievance. The arbitrator can only arbitrate those matters which are not in conflict with the

Rules and Regulations of the Civil Service Commission. The arbitrator shall be selected from the New Jersey State Board of Mediation, and then, in accordance with the procedures of the agency used, expenses will be borne equally by the PBA and the Employer. Only the Employer and the PBA reserve the right to submit to arbitration. The arbitrator's decision shall be final and binding on both parties. The arbitrators shall not have the ability to modify the contract.

I. This grievance procedure shall be enforced as long as it is not in conflict with anything herein provided. It shall not be in conflict with Title 11 or Title 40 of N.J.S.A. or the Administrative Code of Jefferson Township, Section 13.7 to 13.15 of the Administration, Section 5.3, "Personnel" of the Administrative Code or Rules and Regulations of the Jefferson Township Police Department.

SECTION 22

Miscellaneous

A. The method and means of annually evaluating the general work performance of each police officer has been developed and instituted by the Employer, the refinement and utilization of criteria for evaluation and the establishment of a procedure for an evaluation system shall be from an accepted management manual such as M.P.A., I.C.P.A.

B. Each police officer shall have the right to review the contents of his personnel file upon reasonable notice and at reasonable times. A police officer may request and the Employer shall then provide the contents of his personnel file. All contents shall be accounted for, dated and recorded.

SECTION 23

Salary and Wage Scale

<u>RANK</u>	<u>January 1, 1987</u>	<u>July 1, 1987</u>
Patrolman		
Step 5	30,131	30,131
Step 4	28,001	28,001
Step 3	25,946	25,946
Step 2	23,892	23,892
Step 1	21,290	21,290
Sergeant	32,240	32,240
Lieutenant	34,042	34,497
Captain	35,817	36,912

<u>RANK</u>	<u>January 1, 1988</u>	<u>July 1, 1988</u>
Patrolman		
Step 5	32,240	32,240
Step 4	29,961	29,961
Step 3	27,763	27,763
Step 2	25,564	25,564
Step 1	22,780	22,780
Sergeant	34,497	34,819
Lieutenant	36,912	37,605
Captain	39,496	40,613

A. Any officer appointed to the position of Detective will receive additional compensation of \$700.00 per annum payable in two equal installments in June and December. Detectives may receive overtime compensation as provided in Section 4 of this Agreement. The Chief of Police may require his prior approval, or the prior approval of a superior officer he so designates, for all overtime (except emergencies) worked by detectives. If, during the fiscal year, in the opinion of the Chief of Police, the amount of

overtime paid to detectives is so great as to cause a financial hardship upon the department budget, he may demand that Detectives receive one and one-half hours compensation time off for each hour overtime worked in lieu of overtime pay. The Employer agrees that any decision to declare a financial hardship will be made in good faith and based solely upon fiscal considerations. When the Chief of Police determines a financial hardship exists, he will notify each detective and the hardship will remain in effect for all detectives for the remainder of the year.

B. A patrolman's length of service shall be based upon his anniversary date of employment. The length of service of any officer above the rank of Patrolman, shall be based upon his anniversary date of promotion for promotional purposes only. Longevity shall be based upon the anniversary date of employment for all officers.

C. Those officers employed or promoted prior to July 1st of any year, shall be deemed employed or promoted the preceding January 1st for seniority calculation. Those officers employed or promoted subsequent to July 1st shall be deemed employed or promoted the subsequent January 1st for seniority calculations.

D. If, at any time, a police applicant has prior police experience, the Chief of Police, at his discretion, with the approval of the Mayor, may place the applicant no further than the third (3rd) Step in the attached salary guide.

E. Any officer appointed during the term of this

agreement will be placed at Step 1 of the above stated guide. This excludes officers appointed under the special provision of Paragraph "D".

F. It is agreed by the Employer and the PBA that all promotions to a higher rank shall be made within the Division of Police as it exists at the time of said vacancy, except Chief. The Chief's position will be filled in accordance with Civil Service Regulations.

G. Effective January 1, 1987, and January 1, 1988, all officers shall have their base pay increased in accordance with the salary guide established in Section 23 of this Agreement. Each step in Section 23 equals one year of service and officers will automatically move up a step the first day of each year (January 1), and shall receive this compensation in the first paycheck in January. In the event a new contract has not been negotiated, the Step increases will be automatically granted.

H. This adjustment shall be in addition to any salary increment paid to eligible officers for calendar years 1987 and 1988 by virtue of Paragraph "G" above.

I. Any officer appointed or promoted during the calendar year of this Agreement shall receive, pro-rated from his date of employment to the end of that calendar year, the salary adjustment provided for under Paragraph "H" above. The provisions of this paragraph shall apply to newly hired officers and newly promoted officers appointed during the term of this Agreement.

SECTION 24

Leave of Absence -- Death in Family

In the case of the death of mother, father, wife, husband, son, daughter, brother, sister, grandchild, grandmother, grandfather, father-in-law, mother-in-law, and relations living in the employee's household, members shall receive three (3) days off exclusive of vacation, sick leave, holiday time, and personal days. Up to five (5) days from the day of death until the day after burial inclusive may be granted with prior approval of the Chief of Police. In the case of the death of an uncle, aunt, nephew, niece, brother-in-law, sister-in-law, son-in-law, daughter-in-law, cousin of the first degree, members shall receive time off exclusive of vacation, sick leave, holiday time and personal day on the day of the burial only.

SECTION 25

Separability and Savings

A. The Township and the Association recognize the possibility of an Economic Stabilization Program enacted by Congress, authorizing the President to establish controls regarding prices, rents, wages and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1980 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

SECTION 26

Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues.

SECTION 27

Term of Agreement

This Agreement Shall take effect January 1, 1987, and shall remain in full force and effect until midnight December 31, 1988, and thereafter from year to year unless either party shall give notice in writing 90 days in advance of the expiration date of this Agreement of the desire to amend or terminate the same.

All changes by the moving party must be submitted in writing at the time the initial aforesaid 90-day notice is given. Thereafter, the responding changes and/or counterproposals in writing. No such changes by either party shall be considered which are not received in accordance with this section.

IN WITNESS WHEREOF, the parties have by their duly
authorized representatives set their hands and seals.

ATTEST:

THE TOWNSHIP OF JEFFERSON

June A. Castro
Municipal Clerk

By:

[Signature]
Mayor

By:

[Signature]
Robert Cutter, Township Administrator

ATTEST:

JEFFERSON TOWNSHIP POLICEMEN'S
BENEVOLENT ASSOCIATION LOCAL 190

[Signature]

By:

[Signature]

By:

[Signature]

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